



FOR CLERK USE ONLY

City Council

Item No.

CITY COUNCIL AGENDA FACT SHEET

Utility Services

Department

Feb 9, 2010

Requested Date

1. Request:

Council Approval

☒Information Only/
Presentation☐

Other (specify)

☐

Hearing

☐**2. Requested Action:**

It is recommended the City Council authorize City Manager to Sign an Extension and Amendment with AE Consulting, Inc. for Engineering Consulting Services for the Realignment of Anza Road at the Calexico International Airport.

3. Fiscal Impact:

Revenue:

Increase

☐Source:

Decrease

☐Amount: \$

Cost:

Increase

☐Source:

Decrease

☐Amount: \$ Does Not Apply ☒**4. Reviewed By:**Finance Dept. on By: Comments: City Attorney on By: Comments:

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY:CITY COUNCIL DATE:

Action

☐

Filing

☐

Consent

☐

Presentation

☐

Hearing

☐

Other(specify)

☐Reviewed by: City Clerk City Manager Date Date

CITY COUNCIL AGENDA REPORT

SUBJECT: Authorize City Manager to Sign an Agreement Extension and Amendment with AE Consulting, Inc. for Engineering Consulting Services for the Realignment of Anza Road at the Calexico International Airport.

AGENDA DATE: February 9, 2010

PREPARED BY: Luis Estrada, Director of Utility Services



APPROVED FOR AGENDA BY: Victor Carrillo, City Manager

RECOMMENDATION: It is recommended the City Council authorize City Manager to sign an agreement extension and amendment with AE Consulting, Inc. for the engineering consulting services for the Realignment of Anza Road at the Calexico International Airport.

FISCAL IMPACT: No budget impact

BACKGROUND INFORMATION:(Prior action/information):

The project involves the realignment of approximately 6,500 feet of the East Anza Road. The road will be designed as a four lane divided highway. The road will also include a number of utilities and will interface with proposed commercial development along the south side of the roadway and Airport development on the north side. The existing roadway to be replaced and existing utilities along that portion of the roadway will be demolished. A temporary roadway to the Airport from Anza Road will be included.

DISCUSSION (Current Consideration):

We respectfully request that the Agreement for Professional Services dated January 23, 2008, between AE Consulting and the City of Calexico, be amended to remove the stipulation in Paragraph 2, first page, that: "All such work shall be completed no later than December 1, 2009."

Agenda Item No. ____

Page ____ of ____



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2180
Fax: 760.367-6864
www.calexico.ca.gov
e-mail: utilityservices@calexico.ca.gov

Utility Services Department

January 24, 2008

Mr. Peter D. Bonello
AE Consulting, Inc.
11081 Coronel Road, Suite 200
Santa Ana, CA 92705

**Re: Calexico International Airport
Realignment of Anza Road**

Dear Mr. Bonello:

Enclosed herewith you will find one (1) original executed construction contract agreement for the above-mentioned project.

If you have any questions, please do not hesitate to contact our office at 760/768-2180.

Sincerely,

CITY OF CALEXICO


Lillian Falomir
Project Coordinator

Cc: Jerry Arguelles, Airport Operation Coordinator
File

Viva Calexico!

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 23rd day of January, 2008, by and between the City of Calexico ("City") and AE Consulting, Inc., ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 01, 2009. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$633,540.00 without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the percentage of the work complete to date, the total amount previously billed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the negligence, recklessness, or willful

misconduct of the consultant in the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit B.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

13. **Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager
608 Heber Ave.
Calexico, CA 92231

If to Consultant: AE Consulting, Inc., President
11081 Coronel Road, Suite 200
Santa Ana, CA 92705

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the

records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

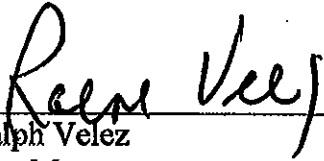
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

///


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:



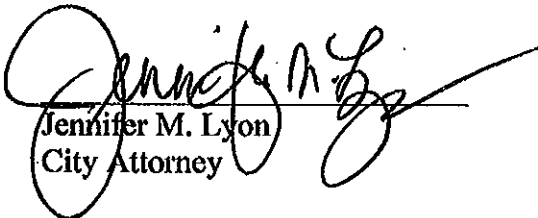
Ralph Velez
City Manager

CONSULTANT:

 01-09-08

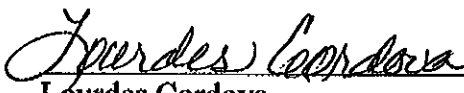
Peter Bonello
President and Principle Civil Engineer

APPROVED AS TO FORM:



Jennifer M. Lyon
City Attorney

ATTEST:



Lourdes Cordova
City Clerk

EXHIBIT A

SCOPE OF SERVICES

(See proposal attached dated November 19, 2007)

AE Consulting, Inc.
AIRPORT ENGINEERING



11081 Coronel Road,
Suite 200
Santa Ana, CA 92706

November 19, 2007

(714) 573-0214 Tel
(714) 573-1214 Fax

Mr. Luis Estrada
Director of Utility Services
City of Calexico
608 Heber Avenue
Calexico, CA 92231

**Subject: Calexico International Airport
Realign Anza Road Engineering Scope and Fee Proposal (Revised)**

Dear Mr. Estrada:

AE Consulting, Inc., (AE), is pleased to submit this revised scope and fee proposal to provide engineering consulting services related to the Realignment of Anza Road (the Project) for your consideration.

The Project

The project involves the realignment of approximately 6,500 feet of East Anza Road. This roadway will be constructed as a four lane divided highway utilizing asphalt concrete pavement and concrete or landscaped medians and sidewalks or shoulders and with slopes from back of walk or shoulders up or down to existing ground outside of the 100 ft wide right-of-way limits. Attached are conceptual typical sections and the alignment of the roadway as depicted relative to the Airport.

The new roadway will also be host to a number of utilities including water distribution main, sanitary sewer main, electrical power and communications ductbank, and will interface with proposed commercial development along the south side of the roadway and Airport development and future terminal area on the north side.

The existing roadway to be replaced and existing utilities within/along that portion of roadway will be demolished.

A temporary roadway to the Airport from Anza Road will be constructed and/or maintained.

Scope of Work

The scope of work consists of four primary phases: (1) Design Phase Services, (2) Bid Phase Services, (3) Construction Phase Services and (4) Post Construction Services. Following is a detailed description of the tasks associated with each of these phases:

1. Design Phases Services. This phase of the project consists of four subphases: (1) Data Collection, (2) Preliminary Engineering, (3) Final Engineering and (4) Finalization of Bid Documents.

Data Collection. This is the first order of work and consists of the initial investigations to be performed in an effort to gather all of the information needed for the design of the project. These consist of topographic surveys, geotechnical investigations, site investigations, utilities research, records research at City and other agencies, traffic projections, and coordination with adjacent development plans. This subphase of the work also includes the development of concept designs for the new roadway and related utilities as well as the abandonment of existing infrastructure and utilities.

Topographic Surveys. The proposed alignment will be staked in order to have a visible relationship of the roadway relative to the site. These stakes will be used by the soil boring crews, as well as the various site investigations. Cross sections will be performed every 25 ft along the alignment of the proposed roadway, extending 100 ft right and left of the proposed centerline. Elevations of the existing ground will be obtained at the following points of each cross section:

Centerline
8 ft right and left
20 ft right and left
40 ft right and left
50 ft right and left
60 ft right and left
75 ft right and left
100 ft right and left

Topographic features found within the above points will also be identified and shown on the surveys. These may include curbs, gutters, utility manholes/handholes, drainage facilities, pavement edges, trees, poles, fences, significant grade breaks, etc.

Cross sections will also be taken along the existing Anza Road every 50 ft extending 50 ft each side of the centerline in order to locate any existing topographic features, especially utilities that may need relocation, demolition or abandonment.

Geotechnical Investigations. Seven (7) test borings (one boring per 1,000 linear feet) will be drilled to a depth of 10 feet along the project route with a conventional hollow-stem auger drill rig. A staff engineer will maintain a continuous log of the soils encountered and obtained samples for visual classifications and subsequent laboratory testing. Borings will be backfilled with auger cuttings and asphaltic patch after drilling is completed. Traffic control will be provided during drilling on streets.

In-situ samples will be recovered to perform two (2) R-value tests. A geotechnical report will be issued that describes the work performed and the subsurface soils conditions encountered, and presents the findings of the work, along with professional opinions regarding the project designs.



Utility Investigations. The various utilities existing on the site will be researched. Their locations will be mapped along with their easements. These are expected to include water distribution system, sanitary sewer system, gas, electric, and communications. The future mains to be located within the new roadway will be determined and meetings held with the affected utility agencies, the City/Airport. Coordination with the developers of the southside properties will also be conducted in this regard.

Conceptual Designs. Based on the field investigations and the document research, concept designs will be developed for the construction of the new roadway and new utilities as well as for the disposition and/or abandonment of existing roadway infrastructure and utilities. Utility easement dedications and vacations will be identified and coordinated with the affected agencies. Concept designs will also address traffic projections to be used in pavement design. A terminal area concept plan will be prepared that shows the future Airport terminal and landside parking area to ensure appropriate interface of new roadway, utilities and other infrastructure. A mass grading plan will also be developed for the new south side apron development and terminal area to ensure that the realigned roadway is graded accordingly. Coordination with the adjacent development to the south will also be performed to ensure that the new roadway takes into consideration the planned developments as can be reasonably expected, depending on the status of the development, in order to avoid conflicts.

Different alternatives of engineering solutions may be developed for consideration. Advantages and disadvantages of the alternatives will be presented to the City along with recommendations.

At the completion of the data collection phase and the conclusion of design concepts we will meet with the City again to present and finalize the recommended concept solutions before proceeding further with the designs.

Preliminary Engineering.

Once the conceptual designs have been approved by the City, we will set up the plan sheets for the project and perform preliminary engineering designs of the following aspects:

- Pavements
- Survey Control & Base Mapping
- General Project Layout
- Disposition Plans
- Plan and Profile Sheets
- Typical Sections
- Drainage
- Striping and Signage
- Water Line and Fire Hydrants
- Sanitary Sewer Main
- Landscaping and Irrigation
- Fencing
- Gas
- Street Lighting and Power
- Communications
- Temporary Roadways
- Construction Phasing



Pavement design includes the structural sections of the pavement for Anza Road, paved median, sidewalks, turnout lanes, Airport parking area and any temporary roadway links. It also includes subgrade preparation techniques. During this phase of design the pavement design will be completed so that pavement typical sections can be assumed and project construction quantities and costs determined accordingly.

Base Mapping. The topographic field surveys will be combined with the aerial mapping currently on file for the airport. Based on the field inspections, additional observations and findings from record drawings of the underground utilities research, will also be added to form a comprehensive project base map to be used as the topographic background for the designs of the project. This base map will be updated as more information is obtained through the course of design. The basis of bearing will be established and survey control points shown on the plans.

General Project Layout. A plan will be prepared that will serve as the overall project exhibit showing the primary elements of the project, construction staging areas and haul routes within the general surroundings.

Disposition Plans. That portion of Anza Road and all associated utilities and structures to be abandoned will be addressed in the disposition plans. Some items may be abandoned in place for removal by others, while other facilities may require demolition and removal off-site as a part of this project. This is anticipated to be a significant part of the project and large scale drawings are anticipated in order to identify all of the existing facilities.

Roadway Plan and Profiles. Preliminary Plan and Profiles will be developed for the realignment of Anza Road. This will be designed to meet AASHTO design standards and be based on the City approved design speeds and roadway category. The roadway profiles will be based on an approved mass grading plan for the proposed development south of the Airport as well as a conceptual grading plan of the Airport's south side development. If a grading plan has not been submitted for approval by the developers, we will coordinate with the City as to what assumptions should be made in this regard.

Typical Sections. Roadway typical sections will be developed showing the geometrics of the roadway in cross section across the various reaches, pavement structural sections and related details.

Drainage Improvements. Based on the plan and profiles developed for the roadway, drainage improvements will be designed to drain the roadway as well as anticipate adjacent site development drainage. A main drainage system to receive off-site drainage may be required.

Striping and Signage. Preliminary striping and signage plans shall be prepared identifying the pavement markings for the roadway as well as the ultimate traffic signage.

Water Line Relocation. A preliminary alignment for the new water line will be designed and coordinated with the City/Water District having jurisdiction. The water main shall be sized to replace existing. If an increased water main is needed to accommodate the



planned development south of the airport then the appropriate pipe size shall be provided by the developer and as approved by the City and/or Water District. A water line easement will be developed.

Fire hydrants. Fire hydrants shall be provided and located in accordance with City/Fire Authority requirements.

Sewer Main. A sewer main will be designed and located within the street to replace the existing sewer service in Anza Road. If an increase in size is needed because of the planned development south of the Airport, this size and appropriate justification is assumed to be provided by the developer and approved by the City for incorporation into the project. A sewer easement will be developed.

Landscaping. An opportunity for landscaping exists in the roadway median and sidewalk/parkway area. Landscaping shall be closely coordinated with City requirements and may consist of hardscaping, planting or both.

Irrigation. Depending on the landscaping needs of the roadway, preliminary irrigation improvements will be designed.

Fencing. Airport security fencing will be designed along the new airport boundaries north of the realigned roadway. Airport Gates may also be included at strategic locations.

Gas Line. Existing gas main will be abandoned and a new main located into the new roadway. Connection to the existing facilities will be provided. This work will be coordinated with the Gas Company or other agency having jurisdiction. Easements will be developed accordingly.

Street Lighting. A preliminary layout for street lighting will be included and coordinated with the City and or agency having jurisdiction such as the Imperial Irrigation District (IID).

Power Lines. Overhead power lines along Anza Road will be replaced with underground lines in duct bank. These will be coordinated with the IID. Electric easements will be developed accordingly.

Communications Duct Bank. A separate duct bank will be included for communication lines. This will be coordinated with the City and the phone company and any other data services/telecommunication companies having jurisdiction as determined by the City.

Temporary Roadways. This task will address the treatment of maintaining access to the Airport and on-airport businesses and may be accomplished by maintaining a portion of the original Anza Road or by a temporary link from the desired access points via shortest route to the realigned roadway. Preliminary plans will be developed based on the approved concepts developed in the earlier phase of design.



Construction Phasing. Preliminary Construction Phasing plans will be developed in an effort to maintain access to the Airport and on Airport businesses.

Preliminary Construction Schedule. Based on the improvements identified on the preliminary plans, a construction schedule will be developed for the purposes of planning the project's general requirements and construction phasing as well as for advising the City who may need this information when interacting with the adjacent developers.

Preliminary Construction Cost Estimate. Construction quantities will be calculated based on the preliminary plans and organized into bid schedule format. Unit prices will be estimated in accordance with current construction pricing and trends and a preliminary estimate of project construction cost prepared. Appropriate contingencies will be included for design as well as construction.

Preliminary Engineering Report. As is typically done for FAA funded projects, all of the findings of the data collection and the preliminary designs will be presented in a Preliminary Engineering Report. Various alternatives of design solutions considered will be presented along with the advantages and disadvantages and recommendations made. The report will present the design criteria and basis of design for the various components of the Project and will serve as a useful reference through the course of the Project. The Preliminary Engineering Report will also provide a list of outline specifications to be used for the Project.

Plotting and Printing. Three (3) sets of plans and Preliminary Engineering Report will be plotted/printed for delivery to the City for review.

Presentation to the City. In order to aid the City in the review process, AE will meet with the City and will present the key components of the project and go over the preliminary plans to foster a question and answer session.

Respond to Review Comments. After the presentation to the City, we will address any issues raised that may require changes to the preliminary plans or provide any additional information deemed necessary that may not have been adequately provided at the meeting.

Final Engineering.

Upon completion of the Preliminary Design Phase and approval by the City, work will continue towards preparing 100% complete plans. Specifications will also be prepared in accordance with FAA format, however using reference to green book or Caltrans Standard Specifications as may be more appropriate for a roadway. In addition to the technical specifications, special provisions will also be prepared for the project for insertion into the City's boiler plate front end contract documents. The construction schedule will be updated as will the construction cost estimate.

Three (3) sets of plans and specifications will be delivered to the City for review. A presentation to the City of the 100% complete plans and specifications will also be performed.



Finalize Documents.

Upon completion of the City's review and approval of the 100% complete plans and specifications, the documents will be finalized incorporating any review comments as well as making any quality control corrections performed by our staff/designated peers.

Final plans will be plotted on 24" x 36" mylar sheets and signed by a professional Engineer registered in California. The mylars along with one set of camera ready specifications will be delivered to the City for reproduction and advertising for bidding purposes.

Bidding Assistance.

During Bidding we will attend the pre-bid meeting and present the key elements of construction and any peculiarities of the Project to the potential bidders attending. Responses will be provided to bidders' questions that may arise throughout the bidding period.

Upon bid opening we will review the bids and make recommendations to the City.

Construction Support Services.

During construction AE will provide construction support services that will include responding to Requests for Information (RFIs), reviewing Contractor Submittals/shop drawings for engineer's approval, review test results and advise, attend construction progress meetings, review contractor change order proposals and advise, review contractor substitution proposals and advise, review contractor pay requests and advise, perform periodic site inspections. Full time construction inspection is not included.

Post Construction Services.

Post construction services includes the preparation of record drawings, "As-Builts", which will be based on the redlines provided by the Contractor/Inspector at the end of the construction reflecting any changes to the design plans.

A final engineer's report will also be prepared compiling all of the daily construction inspection reports, test reports, quantity verification reports, changes to designs and schedule, etc. This document is typical for FAA funded projects and must be produced upon request by the FAA.

One set of signed and stamped mylars of the Record Drawings will be delivered to the City. Three sets of the Final Engineer's Report will be delivered to the City.



Schedule.

The design of the Project is expected to require eight (8) months. Within this eight month period, two week review periods are assumed by the City between each design phase. For the purposes of estimating the fee, a construction duration of eight (8) months was also assumed.

Fee

AE will provide these services on a fixed price basis for a total not to exceed of **\$633,540**. This fee is broken up by phase as follows:

1. Design Phase		\$527,290
a. Data Collection	\$187,130	
b. Preliminary Engineering	\$143,440	
c. Final Engineering	\$174,290	
d. Finalize Documents	\$ 22,430	
2. Bidding Phase		\$4,040
3. Construction Phase		\$85,180
4. Post Construction Services		\$17,030
<hr/> Total		<hr/> \$633,540

A detailed breakdown of the fee by subtasks and personnel category is attached.

AE is prepared to start immediately upon written authorization to proceed.

We appreciate the opportunity to submit this proposal and encourage you to call with any questions at (714) 573-1211.

Sincerely,
AE Consulting, Inc.

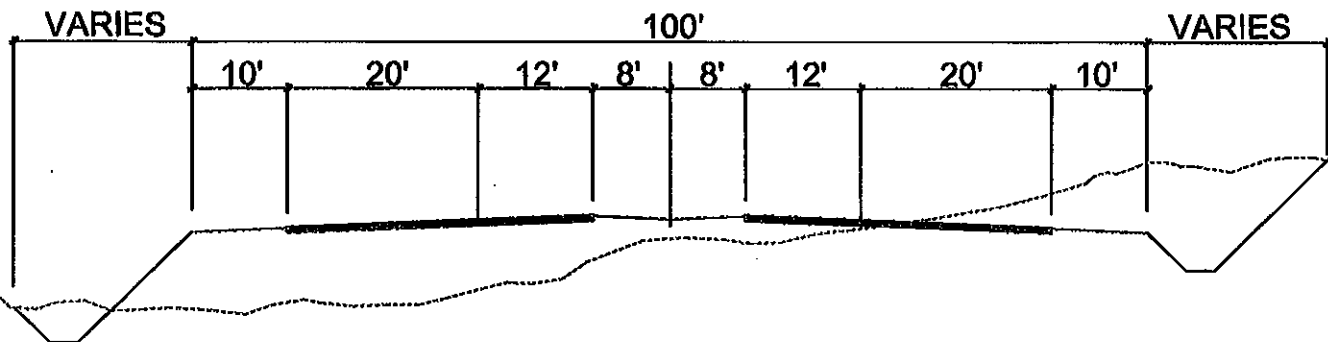


Peter D. Bonello, P.E.
President and Principal Civil Engineer

Attachments: Road Realignment Exhibit
 Typical Section Exhibit
 Fee Breakdown

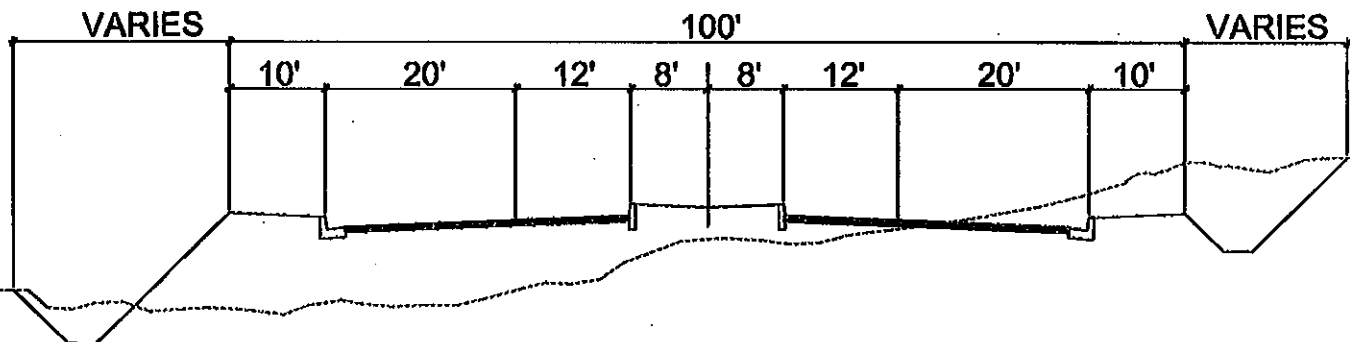


CALEXICO INTERNATIONAL AIRPORT



RELOCATED EAST ANZA ROAD
TYPICAL SECTION - ALT.A
(NTS)

CALEXICO INTERNATIONAL AIRPORT



RELOCATED EAST ANZA ROAD
TYPICAL SECTION - ALT.B
(NTS)

CALEXICO INTERNATIONAL AIRPORT
RELOCATION OF EAST ANZA ROAD
FEE BREAKDOWN FOR ENGINEERING SERVICES

TASK DESCRIPTION	PM	PE	DE	CAD	WP	SUB/ODCS	TASK	SUB-TOTALS
	\$	\$	\$	\$	\$	\$		\$
1 DESIGN PHASE								
1.1 DATA COLLECTION (8 weeks)								
Stake Alignment (Twice)	2					\$10,000	\$ 10,320	
Field Surveys for New Alignment	2					\$25,000	\$ 25,320	
Field Surveys for Existing Road to be abandoned	2					\$20,000	\$ 20,320	
Topographic mapping	2		8			\$5,000	\$ 6,280	
Site investigations	8	8	16			\$400	\$ 4,720	
Geotechnical Investigations	2					\$5,800	\$ 6,120	
Laboratory Testing	2					\$3,750	\$ 4,070	
Soils Engineering Analysis	2					\$2,500	\$ 2,820	
Soils Report Preparation	8					\$3,750	\$ 5,090	
Utility Site Investigations	8	8					\$ 2,400	
Utility Document Research	8	8					\$ 2,400	
Utility Meetings (3)	24						\$ 3,840	
Utility Field Survey	2					\$7,500	\$ 7,820	
Add to topo mapping	2		16			\$2,750	\$ 4,990	
Utility Easements Research	8	8					\$ 2,400	
Add easements to Mapping	2	8	16				\$ 3,360	
Easement Vacations	8	16				\$3,500	\$ 7,920	
New Easements	8	16				\$3,500	\$ 7,920	
Conceptual Design Alternatives	8	24	32	40			\$ 11,680	
Traffic Projections/Design Speeds Roadway Category	4	8					\$ 1,760	
Airport Terminal Area Plan & Mass grading concept	4	16	16	24			\$ 6,720	
Water System	8	24		8			\$ 5,280	
Sanitary Sewer System	8	24		8			\$ 5,280	
Gas	4	8	4	8			\$ 2,080	
Power Supply/Connectors	8	24		8			\$ 5,280	
Communications Duct Bank	8	24		8			\$ 5,280	
Drainage Conceptual Designs	4	16	24	8			\$ 6,400	
Interface w/ Adjacent Development	16						\$ 2,560	
Meetings with City (2)	16					\$400	\$ 2,960	
Finalize Conceptual Design	8	8	16	16			\$ 5,600	
SUBTOTAL DATA COLLECTION								\$ 187,130

CALEXICO INTERNATIONAL AIRPORT
RELOCATION OF EAST ANZA ROAD
FEE BREAKDOWN FOR ENGINEERING SERVICES

TASK DESCRIPTION	PM	PE	DE	CAD	WP	SUB/ODCs	TASK	SUBTOTALS
	\$	\$	\$	\$	\$	\$		SUB-PHASE PHASE
1.b PRELIMINARY ENGINEERING (10 weeks)								
Pavement Design	2	8					\$ 1,440	
Base Mapping	2		16				\$ 2,880	
Sheet set-up and layouts	1		8				\$ 1,760	
General project layout	2	2	16				\$ 3,800	
Survey control Plan	1		16				\$ 2,720	
Disposition Plans (14)	14	28	56	112			\$ 21,840	
Plan and Profile Sheets (7)	7	14	56	56			\$ 14,280	
Typical Sections	2	8	16	16			\$ 4,640	
Drainage	2	16	16	16			\$ 5,760	
Striping and Signage	2	16	16	24			\$ 6,400	
Water Line Relocation	1	8	16	16			\$ 4,320	
Fire Hydrants	1	8	8	12			\$ 3,200	
Sewer Main	1	8	16	24			\$ 5,120	
Landscaping	2		8	24		\$5,000	\$ 8,200	
Irrigation	2		8	24		\$5,000	\$ 8,200	
Fencing	1	8	8	16			\$ 3,520	
Gas Line	1	4	4	8			\$ 1,840	
Street Lighting	2	16		8			\$ 3,200	
Power Line undergrounding	2	16		16			\$ 3,840	
Communications Duct Bank	2	16		16			\$ 3,840	
Temporary Roadways	2	8	16	24			\$ 5,280	
Construction Phasing	8	16	16	24			\$ 7,360	
Preliminary Construction Schedule	4	12	16	16			\$ 2,320	
Preliminary Construction Cost Estimate	4	16	16	16			\$ 6,080	
Preliminary Engineering Report	8	32			16	\$150	\$ 6,950	
Plotting/Printing	2			16	8	\$250	\$ 2,370	
Presentation to City	8					\$200	\$ 1,480	
Respond to Review Comments	4						\$ 640	
SUBTOTAL PRELIMINARY ENGINEERING							\$ 143,440	
1.c FINAL ENGINEERING (12 weeks)								
Title Sheet	1	4	8	16			\$ 2,960	
General Notes	2	8		8			\$ 2,080	
Project Layout Sheet	2	8	16	16			\$ 4,640	
Survey Control Sheet	1	2		8			\$ 1,080	

CALEXICO INTERNATIONAL AIRPORT
RELOCATION OF EAST ANZA ROAD
FEE BREAKDOWN FOR ENGINEERING SERVICES

TASK DESCRIPTION	PM	PE	DE	CAD	WP	SUB/ODCS	TASK	SUBTOTALS
	\$	\$	\$	\$	\$			SUB-PHASE PHASE
Disposition Plans (14)	7	14	28	56			\$ 10,920	
Plan and Profile Sheets (7)	7	14	56	56			\$ 14,280	
Typical Sections	2	8	16	16			\$ 4,640	
Drainage Improvements	2	16	16	16			\$ 5,760	
Details	4	24	24	40			\$ 10,080	
Cross Sections (16 Sheets)	16	32	64	96			\$ 22,400	
Striping & Signage Plan	2	8	16	16			\$ 4,640	
Striping and Signage Details	1	8	16	16			\$ 4,480	
Water Line Relocation	1	8	16	16			\$ 4,480	
Fire Hydrants	1	8	8	12			\$ 3,200	
Water Details	1	8	8	16			\$ 3,520	
Gas Line	1	4	4	8			\$ 1,840	
Power Line Undergrounding	2	8	16	16			\$ 4,640	
Street Lighting	2	8	16	8			\$ 4,000	
Electrical Details	2	16	16	24			\$ 4,480	
Sewer Man	1	8	16	24			\$ 5,120	
Landscaping	2		8	24		\$5,000	\$ 8,200	
Irrigation	2		8	24		\$5,000	\$ 8,200	
Temporary Roadways	2	8	16	24			\$ 5,280	
Construction Phasing	2	8	16	24			\$ 5,280	
Construction Schedule	2	8	24	16			\$ 1,440	
Construction Cost Estimate	4	16	24	16			\$ 7,040	
Technical Specifications	16	24			24	\$2,500	\$ 9,980	
Project Requirements (Bid Docs)	8	16			12		\$ 4,300	
Plotting/Printing/Deliveries	1			24	8	\$350	\$ 2,950	
Presentation to City	8					\$200	\$ 1,480	
Respond to Review Comments	4				4		\$ 900	
SUBTOTAL FINAL ENGINEERING							\$ 174,290	
1.d FINALIZE DOCUMENTS (3 weeks)								
Finalize Plans	8	24	24	40			\$ 10,720	
Finalize Specifications	8	16			12		\$ 4,300	
Finalize Estimate	2	4					\$ 880	
Finalize Bid Documents	4	16			8		\$ 3,400	
Plot and Sign Mylars	8			16		\$100	\$ 2,660	
Deliver Mylars and Specifications	1				4	\$50	\$ 470	
SUBTOTAL FINALIZE DOCUMENTS							\$ 22,430	

CALEXICO INTERNATIONAL AIRPORT RELOCATION OF EAST ANZA ROAD FEE BREAKDOWN FOR ENGINEERING

[illegible]

EXHIBIT B

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this 9th day of January, 2008, ~~2007~~, at Santa Ana,
California.



Consultant